1: Allen H-4 (no date) 1932 RI1 Georgia RI1

[Medieval Georgia]

entitled. The King controlled the farming of the famous mineral springs at Tiflis and he farmed the monopoly of the sale of brandy. He and his *Mdivan-begi* or Chief Judge had a share of all judicial fines imposed and of damages gained by plaintiff parties. The King drew rents from the irrigation canals and revenue from taxes on wine, on flocks and on the tents of nomads; the shopkeepers of Tiflis bore the cost of the lighting of the royal palace; one district was under the obligation to supply beaters for the King's hunt; another to cart snow for the ice storage of his larders. In a third district we learn that the King having originally distributed geese to the inhabitants, there was an annual tax of two goslings on every goose. Further examples of ingenious but unscientific extraction were taxes on married men, ploughs, furnaces, beasts of burden and falcons and their nests.

Another—and a principal—source of revenue, particularly in times of emergency, were the special poll-taxes which were levied sometimes on the individual or on families, at other times on houses, cattle, horses, trees or agricultural produce. Such taxes were generally levied in the emergency of war, but from the sixteenth century onwards they were more often extracted to meet the demands of the commanders of invading armies of Persians and Turks. We have already referred to the taxes imposed during the days of the Mongol hegemony and to the special levies in human kind made by the Shah and the Sultan, to meet which the Georgian Kings on occasion made levies with the object of purchasing substitute slaves from the mountaineers.

The invaders from time to time also made direct capital impositions. In 1724, the Turks imposed a poll-tax on the whole male population and levied also on cattle, horses and agricultural produce; and in 1736 the Persians imposed such an onerous tax on cattle and trees that five years later the army of Nadir Shah was beset by famine. The Persian exactions continued until in 1747, when King Taymuraz II effected a kind of general strike by moving all the peasantry of the open country into the hills and strong places. As a result, Nadir reduced his imposition from 200,000 to 25,000 *tumans*.

Lastly, throughout the Middle Ages the Kings not infrequently levied special poll-taxes enduring over a period of years, the proceeds of which were spent in the repair of churches and royal castles, and of towns which had been devastated during foreign invasions.

It was the practice of the Georgian kings and of the earlier

6: Grigolia E-4, 5 (no date) 1939 RI1 Georgia RI1

675 regard the purchase as complete and legal until the following
432 customary procedure was observed: both the seller and buyer went to the land offered for sale, and there in the presence of at least one witness, the seller, stamping his foot on the ground, said to the buyer: "May the purchase of this land bring good luck to you." Only after this ceremony was the deed regarded as legally closed.

675 It is necessary to note that among the Svans, unlike the other
432 groups of Georgian Highlanders, the land property sold to a
692 stranger who was not a member of the community could not be regarded as definitely in his possession, because the relatives, and even the neighbors of the family from whom he purchased the property, have full right to claim the property and return to him the purchase price. The land belonging to a family, called *samu*, is very seldom sold by the Svans—only in cases of the most urgent necessity, such as in the payment of blood-*tsor* (*wergild*), or for the arranging of funeral or commemorative ceremonies, called *konch'khar*. Although the sale of the family land might occur in extreme cases, there were household objects which could not be sold under any circumstances, such as the iron chain, called *sakideli* in the Georgian, on which is suspended the cooking pot on the hearth, and the *kerai*, the little iron table used for baking bread. All transactions of sale took place in the presence of witnesses.

675 The loan of property had, among the Khevsurs and Tushes,
426 three different forms: (a) a loan was given without any interest; (b) with certain interest; (c) instead of interest payable in money, the creditor had full right to use for his own benefit the property pawned to him by the debtor as security.

(a) A loan was given without interest with sowing-seed, cattle for agriculture, general work, and with milk products, generally for a certain period of time. In case the loaned property was not returned within the time fixed by both parties, an indemnity equal in amount to one-fifth of the loaned property was demanded.

(b) The Khevsurs and Tushes also made loans at a certain rate of interest, usually amounting to thirty percent, payable annually.

6: Grigolia E-4, 5 (no date) 1939 RI1 Georgia RI1

(c) There was also another form of loan, in which, instead of the interest being paid in money, the creditor had full right to use the pawned property for his own benefit during the whole term of the mortgage. This sort of contract, as it was used by the Pshavs, Tushes, and Khevsurs, must be regarded as a remainder of a legal form well known in ancient Georgia, called *girau*, according to which a creditor had the right of exploitation and benefit from the land pawned to him, from the very first day of the conclusion of the mortgage. It is interesting to note the custom performed at the time of making such a loan.[3] The creditor takes the ear of one of the witnesses, and addressing all who are present, says: "Remember that this man (the name is said) has borrowed money from me."

A loan, called *limpshten* by the Svans, consisted generally of natural objects, such as bread and corn. At the end of the year the debtor was obliged to return what was borrowed plus one-third of its value as interest; in other places, as in the community of Becho, the interest paid for a loan was even as high as fifty per-cent, or half the value of what was borrowed.

Custom clearly distinguished between the act of making a loan and the giving of a thing in preservation. The difference was the absence of the right to use and exploit the thing given for preservation, and the obligation to return the same thing, not its material equivalent. For any sort of damage done to the property given for preservation, the person who took it was responsible for the reparation, the amount of which was determined after the damage was done. Failure to return the property was regarded as a theft, in the same manner as in the Georgian Code of Vakhtang VI, and consequently the penalty was the same as for theft: the culpable person had to pay the indemnity, the amount of which was double the value of the stolen thing.

In hiring a person, the proprietor was obliged, among the Khevsurs and Tushes, not only to supply the hired person with room and board, but also to provide clothing and shoes for him. The contracts with shepherds show some peculiarities: When a

[3] Kovalevsky: a, II, 110.

6; Grigolia E-4, 5 (no date) 1939 RI1 Georgia RI1

675 466 shepherd received a flock of sheep or herd of cattle from anyone to care for, he kept them together with his own flock. For his work he received all the milk from both herds; and any increase was divided between the shepherd and the owner of the flock or herd, according to the number of head of cattle or sheep. Among the Pshavs, the shepherd was paid with a part of the increase, which generally consisted of forty young (six-months old) sheep. If a shepherd left the flocks without his master's permission, and if some damage occurred to the flocks at that time, he was requested to make reparation; and in a case where the flocks were seized or driven away by an enemy, the shepherd lost his wages.[4]

675 426 [467] The arable land was rented usually under the following condition: the lease-holder deducted from the harvest received by him the amount of sowing-seed used, and half the rest was paid as rent to the owner of the land.

In all the above mentioned contracts, it was permissible for several persons to accept joint responsibility. The one among them who paid first acquired the right to demand from his fellow partners their obligatory share of payment.

A particular feature is found among the Khevsurs, the order of debt security by guarantor (the *mzevali*). The creditor has full right to compel any member of the debtor's community to act as *mzevali*. This law has its foundation in the form of the social organization where group solidarity and reciprocal responsibility were the basis. The person who pays the debt of another man acquires toward the debtor the same rights as the owner of a stolen thing has toward a thief; that is, he has the right to demand from the debtor a payment equal to double the original sum. If the debtor avoids payment again at this time, the *mzevali* (guarantor) chosen by the creditor transfers his rights to a third person, who in turn acquires the right to receive from the debtor not double but four times the sum of his original debt. As an illustration of this custom, we may mention the following fact:[5] A rich Khevsur living in the valley of Ersto, by the name of

[4] Zisserman: 251.
[5] Khudadov: XIV, 1.

6: Grigolia E-4. 5 (no date) 1939 RI1 Georgia RI1

Georgi Bistlauri, related that twelve years ago two of his cousins, on their way to the sanctuary, bought from a Khevsur a lamb for one ruble and twenty kopeks. One of them paid his part of sixty kopeks, but the other, not having the money with him at the time, promised to pay after one year. But he did not keep his word, and the creditor chose a *mzevali*, who in turn chose another, and he another, etc. After twelve years the sixty kopeks of the original debt, the price of the half lamb, was transformed into that of sixty cows, or its equivalent—six hundred rubles—which makes one thousand times the original sum. Eristov[6] gives the following information concerning *mzevali:* "If a person does not pay a debt, or does not meet the obligations required by justice, the offended person goes to a stranger (who has no interest or connection with the proceedings), gives him as a gift one ruble and twenty kopeks, and proclaims him his *mzevali*, and in the meantime takes from him the whole amount of the debt owing to him by the prosecuted person. Three years after his appointment, the *mzevali* goes to the debtor and demands from him, instead of one ruble, twenty-one rubles. . . . In the event the debtor refuses to pay, the *mzevali* approaches another person as *mzevali* and takes from him the sum of money which he should have received from the debtor. In such a manner the office of *mzevali* may be transferred from one person to another, going to as many as twenty or thirty persons, and the debt multiplies twenty times every three years.

As contracts of partnership, we may consider also the rules relating to agriculture, fishing, and hunting.

There are no special restrictions for fishing. Fish are caught in various ways. When the Khevsurs or Tushes catch a large fish, the man who catches it gets the head, and the rest is divided into equal parts among the other fishermen.

Hunting is also free to the Georgian Highlanders.

Among the Khevsurs,[7] who love the dangerous sport of hunting mountain goats, when two or more hunters take part in an expedition, the pelt of the slain animal belongs to the hunter who kills it, the horns are given to the *khati* of the community as a

[6] Eristov: 133.
[7] *Ibid.*, 127.